

OCT-24-2003 FRI 03:36 PM WALDMAN PUBLISHING CORP.

FAX NO. 212 730 9524

P. 01

ATTN: Rochelle

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: CHRISTMAS HIN PAID

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with work that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

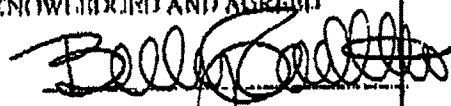
I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for my personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supersedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By:




Date: October 24, 2003...

Printed Name:

Becky Radtke

Hi Rochelle!

Here's my signed form.

Thanks,  




## WORK-FOR-HIRE AGREEMENT/COPYRIGHT ASSIGNMENT

This Agreement is entered into between RICHARD KELLY ("Consultant") on the one hand, and Waldman Publishing Corporation ("Waldman") on the other hand (Consultant and Waldman together, the "Parties").

The Parties understand and agree that Waldman has commissioned Consultant to produce for Waldman on a work-for-hire basis certain designs, artwork, graphics, textual creations, and/or related works (collectively, the "Works"). A brief description of the Works is included in the attached Exhibit A. Consultant understands and agrees that "Works" as used in this Agreement includes all materials, sketches, and drafts that Consultant creates that lead up to the finished product.

Consultant acknowledges that Waldman is relying on Consultant to provide Waldman with works that do not violate any intellectual property rights of any person or entity. In that context, Consultant unequivocally represents and warrants that (1) the Works are Consultant's original creation, (2) Consultant owns the full right, title, and interest in and to the Works, including all trademark, copyright, patent, and other intellectual property rights, and (3) Consultant is fully empowered to grant and/or confirm all rights that are the subject of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which Consultant hereby acknowledges, Consultant hereby acknowledges and agrees that the Works are and/or were created as works-made-for-hire for Waldman under the United States Copyright Act, and that Waldman is to be considered the author of the Works for purposes of copyright. To the extent that the Works may be ineligible for work-for-hire status, Consultant hereby irrevocably sells, transfers, and assigns to Waldman all present and future right, title, and interest in and to the Works, in any and all media now known or hereafter developed, including but not limited to worldwide copyright rights therein (and all renewals and extensions thereof) along with all causes of action, including those for infringement, known or unknown, that have accrued or will accrue, from the conception or creation of each such work.

Consultant agrees not to disclose any information relating to the Works to any third-party, and Consultant also agrees that Consultant will keep confidential all details and specifications concerning this Agreement, the Works, and past, present, and future Waldman projects.

Any materials, drafts, and/or works that have been produced by Consultant for Waldman to date are subject to the terms set forth in this Agreement.

Consultant understands and agrees that the effect of this Agreement is that Consultant is releasing all claims of any kind to the Works, and that the Works shall be exclusively owned by Waldman in all respects. In the event that Consultant wishes to exploit and/or utilize the Works in any respect (whether for commercial purposes or otherwise), Consultant will first obtain written approval from Waldman, which approval Waldman may withhold for any reason at all, reasonable or otherwise.

This Agreement supersedes any previous and/or current arrangements, agreements, and/or practices that may be or may have been in place between Consultant and Waldman. This

Agreement will be governed by the laws of the State of New York, and the Parties waive any objection to the personal jurisdiction or venue of the state or federal courts of the State of New York. The state and federal courts of the State of New York will have exclusive jurisdiction over any dispute brought relating to this Agreement.

[Consultant]

RICHARD KELLY

Printed Name:

Date Signed: 3/22/07

WALDMAN PUBLISHING CORPORATION

Anne Waldman Guber

By: Anne Waldman Guber

Title: President

Date Signed: 3/27/07

Richard Kelly, Waldman Publishing Work-for-Hire Agreement Exhibit A, March 21, 2007

Exhibit A

Cover artwork as described below:

B6819-3 Original Halloween Fun Pad (monsters in car)

Author/Editor/Artist/Designer initial and date:

Richard Kelly 3/22/07



WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: Little Princess Fun Pads

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

I understand and agree that the effect of this Work-for-Hire Agreement and Copyright Assignment is that I am releasing all claims of any kind to the finished product or products and that such works shall be exclusively owned by Waldman in all respects. In the event I wish to utilize any work created for Waldman for any personal use (whether commercial or otherwise) I will first inform and obtain written approval from Waldman. I understand that Waldman will agree to such use by me if such use is outside the field of printed publications...

If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

I understand and agree that this Work-for-Hire Agreement / Copyright Assignment supercedes any previous and/or current arrangements, agreements and/or practices that may be or may have been in place between myself and Waldman, and that any materials, drafts and/or works that I have produced for Waldman to date are subject to the terms set forth here.

ACKNOWLEDGED AND AGREED

By: George Guzman  
Printed  
Name: George Guzman

Date: December 18, 2003

Exhibit A

Little Princess Fun Pads





**David O. Miller**

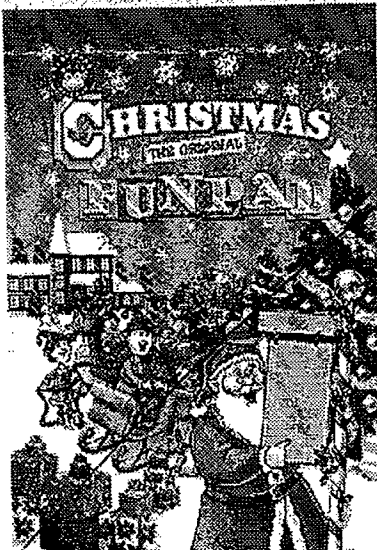
2 Dean Court  
East Northport, NY 11731  
631-266-6875  
djmill@i-2000.com  
www.i2.i-2000.com/~djmill

# INVOICE

## Purchase of Illustrations Invoice

<b>Date:</b> November 13, 2003	<b>Attention:</b> Rochelle Larkin
<b>Client:</b> Waldman Publishing Corp. 570 Seventh Ave New York, NY 10018-1603 212-730-9590	<b>Illustrators Job Number:</b> 110103
	<b>Clients Job Number or PO:</b>

<b>Assignment Description:</b>  Purchase of color illustration for the cover of the book "Christmas Fun Pad".  17230 12/15/03 \$300		<b>Fee:</b> \$300.00  12/10/03 231-4 7 6150
<b>Itemized Expenses, (Other Billable Items):</b>  Shipping F6826-33 CA Argy	<b>Expenses:</b> \$00.00  <b>Total:</b> \$300.00  <b>Minus Payments on Account:</b> \$00.00  <b>Balance Due:</b> <u>\$300.00</u>	

**Social Security: 406-96-0317**  
**Make checks payable to David O. Miller**

1. **Time for payment.** Payment is due within thirty (30) days of receipt of invoice. A 1 1/2 % monthly service charge will be billed for late payment.

2. **Default in payment.** The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

3. **Grant of rights.** The grant of reproduction rights is conditioned on receipt of payment.

4. **Acceptance of terms.** The acceptance of this invoice shall evidence acceptance of these terms.

**Date: November 13, 2003**

*David O. Miller*

David O. Miller, Miller Design/Illustration

Member Graphic Artist Guild of New York



WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: TRANSPORTATION STICKERS

I, the undersigned, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

I understand and agree that all copyrights and rights of copyright in and to any and all materials and/or drafts I create for Waldman, including all finished products, shall be owned exclusively by Waldman. This includes ownership of all physical copies of the finished product and all drafts and/or sketches leading up to the finished product.

I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

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If at any time Waldman or I take any action that is inconsistent with any of these terms, such action shall not be a waiver of that term by Waldman or me, and all the terms of this letter will continue to bind us both.

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ACKNOWLEDGED AND AGREED

By: George Hymowitz

Date: March 4, 2004

Printed

Name: GEORGE GUZMAN

Exhibit A

Description of project:

**CARS TRAINS BOATS PLANES B93-6**

2 sheets of stickers



WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: D7126 Christmas Sticker Book Series

I, Maureen N. Sullivan, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.

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ACKNOWLEDGED AND AGREED

By: Maureen N. Sullivan Date: 2/2/06

Printed  
Name: Maureen N. Sullivan



Exhibit A

Freelance writing, editing and art directing for D7126 Christmas  
Sticker Book Series

4-24-07

WORK-FOR-HIRE AGREEMENT / COPYRIGHT ASSIGNMENT

Re: D7120

Four Books Of Sticker Fun Activity Books

I, Sandra Schmeil, understand and agree that Waldman Publishing Corp. ("Waldman") has commissioned me to produce for Waldman on a work-for-hire basis certain graphic and/or textual materials and/or other works that Waldman may use in connection with the project described in the attached Exhibit A, as well as in connection with possible future projects. I acknowledge that Waldman is relying on me not to provide Waldman with works that violate any intellectual property rights of any person or entity. I agree not to disclose any information relating to the works I create for Waldman to any competitor of Waldman, and I also agree that I will keep all the terms of this agreement and the details and specifications of Waldman's projects and contemplated projects completely confidential.

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I also hereby assign and agree to assign to Waldman all copyrights and rights of copyright in and to any and all materials and/or drafts I have created in the past or will create in the future for Waldman, and I agree to cooperate with Waldman in the recordation of any such assignment, including by furnishing any information and/or executing any documentation reasonably requested by Waldman for that purpose.


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Waldman or me, and all the terms of this letter will continue to bind us both.

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ACKNOWLEDGED AND AGREED

By:  Date: 2/3/06

Printed  
Name: Sandra Schmeil

Exhibit A

Preparation of designs and layouts for D7120  
Four Books Of Sticker Fun Activity Books